

**EXHIBIT C**

**Cheng Declaration**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

RTI HOLDING COMPANY, LLC,<sup>1</sup>

Debtors.

)  
) Chapter 11  
)  
) Case No. 20-12456 (JTD)  
)  
)  
) (Jointly Administered)  
)

**DECLARATION OF AMY CHENG IN SUPPORT OF  
DEBTORS' APPLICATION PURSUANT TO SECTION 327(e) OF THE  
BANKRUPTCY CODE, RULE 2014 OF THE FEDERAL RULES OF BANKRUPTCY  
PROCEDURE, AND LOCAL RULE 2014-1 FOR AN ORDER AUTHORIZING THE  
RETENTION AND EMPLOYMENT OF CHENG COHEN LLC, AS SPECIAL  
CORPORATE AND FRANCHISE COUNSEL TO THE DEBTORS  
AND DEBTORS IN POSSESSION**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the

“Bankruptcy Rules”), Amy Cheng declares as follows:

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's U.S. tax identification number are as follows: RTI Holding Company, LLC (4966); Ruby Tuesday, Inc. (5239); Ruby Tuesday, LLC (1391); RTBD, LLC (6505); RT of Carroll County, LLC (8836); RT Denver Franchise, L.P. (2621); RT Detroit Franchise, LLC (8738); RT Distributing, LLC (6096); RT Finance, LLC (7242); RT FL Gift Cards, Inc. (2189); RT Florida Equity, LLC (7159); RT Franchise Acquisition, LLC (1438); RT of Fruitland, Inc. (1103); RT Indianapolis Franchise, LLC (6016); RT Jonesboro Club (2726); RT KCMO Franchise, LLC (7020); RT Kentucky Restaurant Holdings, LLC (7435); RT Las Vegas Franchise, LLC (4969); RT Long Island Franchise, LLC (4072); RT of Maryland, LLC (7395); RT Michiana Franchise, LLC (8739); RT Michigan Franchise, LLC (8760); RT Minneapolis Franchise, LLC (2746); RT Minneapolis Holdings, LLC (7189); RT New England Franchise, LLC (4970); RT New Hampshire Restaurant Holdings, LLC (7438); RT New York Franchise, LLC (1154); RT Omaha Franchise, LLC (7442); RT Omaha Holdings, LLC (8647); RT One Percent Holdings, LLC (6689); RT One Percent Holdings II, LLC (2817); RT Orlando Franchise, LP (5105); RT Restaurant Services, LLC (7283); RT South Florida Franchise, LP (3535); RT Southwest Franchise, LLC (9715); RT St. Louis Franchise, LLC (6010); RT Tampa Franchise, LP (5290); RT Western Missouri Franchise, LLC (6082); RT West Palm Beach Franchise, LP (0359); RTTA, LP (0035); RTT Texas, Inc. (2461); RTTT, LLC (9194); Ruby Tuesday of Allegany County, Inc. (8011); Ruby Tuesday of Bryant, Inc. (6703); Ruby Tuesday of Columbia, Inc. (4091); Ruby Tuesday of Frederick, Inc. (4249); Ruby Tuesday of Linthicum, Inc. (8716); Ruby Tuesday of Marley Station, Inc. (1641); Ruby Tuesday of Pocomoke City, Inc. (0472); Ruby Tuesday of Russellville, Inc. (1601); and Ruby Tuesday of Salisbury, Inc. (5432). The Debtors' mailing address is 333 East Broadway Ave., Maryville, TN 37804.

1. I am a partner of the firm of Cheng Cohen LLC (“Cheng Cohen” or the “Firm”), with offices in Chicago, Illinois. This Declaration is submitted in support of the *Debtors’ Application for Order Under Sections 327(e) of the Bankruptcy Code Authorizing the Employment and Retention of Cheng Cohen LLC, as Special Corporate and Franchise Counsel to the Debtors and Debtors in Possession* (the “Application”). Cheng Cohen has been providing legal services to the Debtors since December 2017, relating to general corporate, franchise, day-to-day employment and other transactional and litigation matters. The Firm is also counsel to Ruby Tuesday, Inc., in a dissenting shareholder’s appraisal action in Georgia Superior Court (Fulton County), entitled *Ruby Tuesday, Inc. v. Cede & Co. et al.*, and bearing Case No. 2018-cv-304101 (the “Dissenters Action”). The purpose of the Dissenters Action is for the court to appraise the fair value of the RTI shares as of December 21, 2017. The Dissenters Action was stayed upon the commencement of RTI’s bankruptcy case.

2. To my knowledge, neither I, the Firm, nor any members of the Firm, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors in possession (the “Debtors”), their creditors, or any other parties in interest herein, or their respective attorneys except as set forth herein and as described in the Application.

3. To my knowledge, Cheng Cohen does not represent or hold any interest adverse to the Debtors or their estates with respect to the matters on which it is to be engaged.

4. During the one-year period prior to the commencement of these chapter 11 cases, Cheng Cohen has received \$1,180,009.86 from the Debtors for professional fees and expenses incurred prior to the Petition Date. During the 90 days immediately preceding the

Petition Date, Cheng Cohen received payments totaling \$571,832.86 of which \$225,000.00 was received as a retainer for work between June 17, 2020 and the Petition Date with all of the retainer applied accordingly for professional fees and expenses incurred prior to the Petition Date. Other than as set forth herein, Cheng Cohen did not receive any payments from the Debtors during the 90 days immediately preceding the Petition Date. Cheng Cohen is current as of the Petition Date.

5. In connection with its proposed retention by the Debtors in these chapter 11 cases, Cheng Cohen undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, Cheng Cohen obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases (“Potential Parties in Interest”), and such parties are listed on Schedule 1 annexed hereto.

6. To the best of my knowledge and belief, Cheng Cohen has not represented any Potential Parties in Interest in connection with matters relating to the Debtors, their estates, assets, or business and will not represent other entities which are creditors of, or have other relationships to, the Debtors in matters relating to these chapter 11 cases except as set forth herein:

a. Cheng Cohen has previously represented NRD Partners II, LP, an affiliate of interest holders (the “Interest Holders”) in RTI Holding Company, LLC (“Holding”), in respect of its investment in Holding, among other portfolio companies.

b. The Firm represented the Interest Holders in connection with their acquisition of Ruby Tuesday in December 2017, including related financing, sale-leaseback and other transactions (the “December 2017 Transactions”).

c. The Firm represented Interest Holder Strategic Financial Intermediation II, LLC, in connection with certain real estate and debt structuring matters relating to the December 2017 Transactions.

d. The Firm also represented Interest Holder affiliate, NRD Real Estate Ventures, with respect to sale-leaseback financing matters in connection with the December 2017 Transactions.

e. Cheng Cohen advises Franklin Junction, an entity affiliated with the Interest Holders, on general corporate, trademark, partnership and other matters. Franklin Junction and the Debtors are market testing a “ghost kitchen” arrangement which does not provide any material consideration to Franklin Junction.

7. In addition, the Firm currently represents, or has represented in the past, the following Potential Parties in Interest in various matters which are not related to the Firm’s representation of the Debtors as sought herein:

a. Cheng Cohen provides general corporate representation to NRD Partners I, LP, and NRD Partners II, LP, which are affiliates of Interest Holders, including services in connection with vendor contracts, investment target letters of intent, financing arrangements, other portfolio investments, co-investment vehicles, trademark matters, franchise matters and litigation.

8. Pursuant to the Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases (the “2013 UST Guidelines”), Cheng Cohen makes certain disclosures herein.

9. Pursuant to Part D1 of the 2013 UST Guidelines, Cheng Cohen is seeking employment as special counsel for the Debtors under section 327 of the Bankruptcy Code and it hereby provides the following responses set forth below:

<b>Questions required by Part D1 of 2013 UST Guidelines:</b>	<b>Answer:</b>	<b>Further explanation:</b>
Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?	No	
Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?	No	
If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and reasons for the difference.	See Schedule 2	On August 1, 2020 we stopped giving the client the hourly rate discounts for certain attorneys that it previously received given the amount of past due invoices still outstanding.  In April 2020, we began requiring a \$50,000 retainer and on August 1, 2020 we increased the retainer to \$100,000.
Has your client approved your respective budget and staffing plan, and, if so, for what budget period?	Yes	

10. I am not related or connected to and, to the best of my knowledge, no other professional of Cheng Cohen who will work on this engagement is related or connected to, any United States Bankruptcy Judge for the District of Delaware or any employee in the Office of the United States Trustee for the District of Delaware.

11. From time to time, Cheng Cohen may work with Pachulski Stang Ziehl & Jones LLP (“PSZJ”), the Debtors’ general bankruptcy counsel, through other entities that are clients of both Cheng Cohen and PSZJ. From time to time, Cheng Cohen may work with one or more of the Debtors’ other attorneys through other entities that are clients of both Cheng Cohen and such other attorneys.

12. Cheng Cohen and certain of its members, of counsel, and associates may have in the past represented, may currently represent, and likely in the future will represent stockholders and creditors of the Debtors and other parties of interest in connection with matters unrelated to the Debtors and these cases. At this time, Cheng Cohen is not aware of such representations except as noted above. If the Firm identifies any further such representations, the Firm shall make further disclosures as may be appropriate at that time.

13. The Firm intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the guidelines promulgated by the United States Trustee, and pursuant to any additional procedures that may be established by the Court in these cases. Cheng Cohen’s allowed fees will be paid by the Debtors. Cheng Cohen’s fees for

professional services are based upon its hourly rates, which are periodically adjusted. The Firm's current range of standard hourly rates are:

- a. \$495 to \$625 (Partners)
- b. \$345 to \$445 (Associates)
- c. \$225 (Paralegals)

14. The hourly rates set forth above are subject to periodic adjustments to reflect market conditions. Other attorneys and paralegals may from time to time serve the Debtors in connection with the matters herein described and other matters as they arise. These rates are the Firm's standard hourly rates for work of this nature. These rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, facsimile charges, mail and express mail charges, special or hand delivery charges, document retrieval, photocopying charges, charges for mailing supplies (including, without limitation, envelopes and labels) provided by the Firm to outside copying services for use in mass mailings, travel expenses, expenses for "working meals," computerized research, transcription costs, as well as non-ordinary overhead expenses such as secretarial and other overtime. The Firm will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients.

15. No promises have been received by the Firm or by any member, of counsel, or associate thereof as to compensation in connection with these cases other than in



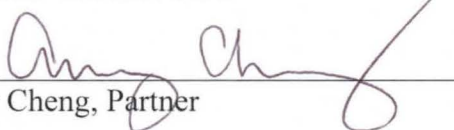
accordance with the provisions of the Bankruptcy Code. The Firm has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with these chapter 11 cases, except among the members, of counsel, and associates of the Firm.

*[Remainder of this page intentionally left blank]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: October 15, 2020

CHENG COHEN LLC

  
\_\_\_\_\_  
Amy Cheng, Partner

*Proposed Special Corporate and Franchise  
Counsel to the Debtors and Debtors in  
Possession*

**SCHEDULE 1**

**Potential Parties in Interest**

## **Debtors and Subsidiaries**

RTI Holding Company, LLC  
Ruby Tuesday, Inc.  
Ruby Tuesday, LLC  
RTBD, LLC  
RT of Carroll County, LLC  
RT Denver Franchise, L.P.  
RT Detroit Franchise, LLC  
RT Distributing, LLC  
RT Finance, LLC  
RT FL Gift Cards, Inc.  
RT Florida Equity, LLC  
RT Franchise Acquisition, LLC  
RT of Fruitland, Inc.  
RT Indianapolis Franchise, LLC  
RT Jonesboro Club  
RT KCMO Franchise, LLC  
RT Kentucky Restaurant Holdings, LLC  
RT Las Vegas Franchise, LLC  
RT Long Island Franchise, LLC  
RT of Maryland, LLC  
RT Michiana Franchise, LLC  
RT Michigan Franchise, LLC  
RT Minneapolis Franchise, LLC  
RT Minneapolis Holdings, LLC  
RT New England Franchise, LLC  
RT New Hampshire Restaurant Holdings, LLC  
RT New York Franchise, LLC  
RT Omaha Franchise, LLC  
RT Omaha Holdings, LLC  
RT One Percent Holdings, LLC  
RT One Percent Holdings II, LLC  
RT Orlando Franchise, LP  
RT Restaurant Services, LLC  
RT South Florida Franchise, LP  
RT Southwest Franchise, LLC  
RT St. Louis Franchise, LLC  
RT Tampa Franchise, LP  
RT Western Missouri Franchise, LLC  
RT West Palm Beach Franchise, LP  
RTTA, LP  
RTT Texas, Inc.  
RTTT, LLC  
Ruby Tuesday of Allegany County, Inc.  
Ruby Tuesday of Bryant, Inc.

Ruby Tuesday of Columbia, Inc.  
Ruby Tuesday of Frederick, Inc.  
Ruby Tuesday of Linthicum, Inc.  
Ruby Tuesday of Marley Station, Inc.  
Ruby Tuesday of Pocomoke City, Inc.  
Ruby Tuesday of Russellville, Inc.  
Ruby Tuesday of Salisbury, Inc.

### **Related Parties**

Beth, Susan  
Clarry, Ellen  
Dorsey, Michael  
Harmon, Jennifer  
Hashim, Aziz  
Lederman, Shawn  
Medley, Stephanie Burke  
National Restaurant Development  
NRD Capital, LLC  
NRD Capital Management II, LLC  
NRD Partners I, L.P.  
NRD Partners II, L.P.  
NRD Partners III, L.P.  
NRD RT Holdings, LLC  
RT Investment Company, LLC  
Strategic Financial Intermediation II, LLC  
White, Darrin

### **Lenders and Related Parties**

Crescent Mezzanine  
Goldman Sachs Bank USA  
Goldman Sachs Specialty Lending Group, L.P.  
Goldman Sachs Specialty Lending Holdings, Inc.  
TCW Asset Management Company, LLC  
TCW Brazos Fund LLC  
TCW Direct Lending LLC  
TCW Skyline Lending, L.P.  
Zions Bancorporation, N.A., dba California Bank & Trust

### **Sale/Leaseback Lessors**

Limestone Ruby, LLC  
National Retail Properties, L.P.  
OREOF 2017 Ruby LLC  
SCF RC Funding IV LLC

Store Master Funding XIII LLC  
Store Master Funding XIV LLC

**Other Major Creditors**

Aberle, Paul & Heinrich  
Affinity9 Realty, LLC  
AHGIE, LLC  
Allen Kushynski, Trustee of the Kushynski Family Trust  
Avenues Mall, LLC  
Bennett, Patricia Ann  
Bennett Partners, LLLP  
Bettis, Daniel F.  
Bishop Jr., Earnest  
Bismark Properties  
Brown Capital LLLP  
Brown, Cecilia A.  
Buffalo-Bloomfield Assoc., LLC  
Burnett Family Trust Dated 03-07-2005  
Burnett, Molly  
Buettgen, James J.  
CGI 3 LP (fka RT Beaufort, LLC)  
Chazparem, LLC  
Clark, Myra C.  
Cope, Collin  
Crossgates Mall Company Newco LLC  
Crystal Run Newco LLC  
DATO Food Group RT, LLC  
Duffy, Marguerite  
Eldridge, Richard H.  
FEB Realty Mebane LLC  
French Associates I, LLC  
Friedman, Anthony J.  
Grand IX Ventures, LLC  
Grant, Kimberly  
Grau, Henry  
HaiYang, Inc.  
Hamilton Mall Realty LLC  
Hepp, Andrew  
Hobart Corporation  
Holyoke Mall Company, LP  
Hunt, Pfilip G.  
Ibrahim, Nicolas  
Interstate Augusta Properties LLC  
J Artson, LLC  
Kagasoff, Denny L.

Lanham LLLP  
Lapidus, Dennis  
Laxmi, Jay Shree  
LeBoeuf, Robert  
Lebow, Lawrence N.  
Lebow, Jonathan  
Lusavi Pagosa, LLC  
Macerich Deptford LLC  
May, Scarlett  
Mazza LaVale LLC  
Mazza Lexington LLC  
McClenagan Jr., Robert  
Mesa Clemmons, LLC  
Mothershed, J. Russell  
National Retail Properties, LP  
Nelson, Craig  
Northeast Properties, LLC  
Oakdale Mall II LLC  
Papazian Sherman Way LLC  
Parkway Lodging Realty, LLC  
Paul, Eric M.  
PBM Cape Coral RT, LLC  
Performance Food Group  
Piet, Edward M.  
P&M Investment Company, LLC  
PMP Properties  
Quadre Investments L.P.  
Roder, Mike  
Route Ten, LLC  
RPAI Worcester Lincoln Plaza LLC  
RT Henderson, LLC  
RT Orlando Investment, LLC  
Rubicon Global LLC  
Scoggins, Andrew  
Shreibman, Amnon  
South Riding Owner, LLC  
St John and Partners Advertising and Public Relations Inc.  
Strategic Equipment LLC  
Sycamore Springs LLC  
TAU South LLC (fka CNL Funding 2000-A, L)  
The Marshall Family Trust dated February 14, 2000  
The Nicholson Trust Agreement dated October 1, 1990  
Times Square Tower Associates LLC  
Tomaszweicz Trust dated November 18, 2002  
Van Horne, Jeff  
Vestar – CPT Tempe

VOMC Company Inc.  
Wallace III, Sidney  
Wendover ZS LLC  
Wenne, LLC  
Winters Chapel Plaza, LLC  
Young, Mark



## **SCHEDULE 2**

### Prepetition Billing Rates

	Rate on 10/7/2019	Rate on 1/1/2020	Rate on 8/1/2020
Amy Cheng	\$525.00		\$625.00
Fredric Cohen	\$525.00		\$625.00
Aaron-Michael Sapp	\$395.00	\$425.00	\$495.00
Allison Grow	\$395.00	\$425.00	\$495.00
Antonia Scholz	\$395.00	\$425.00	\$495.00
Gar Lauerma	\$325.00		\$345.00
Max DeLeon	N/A	\$395.00	\$425.00
Samuel Wieczorek		\$395.00	\$445.00
Stuti Murarka	\$375.00		\$425.00
Tara Goodarzi	\$335.00	\$360.00	
Vincent Frantz	\$350.00	\$375.00	\$425.00
Breanne Allen	\$210.00		\$225.00
Caitlin Cakora	\$210.00		\$225.00
Katherine Gentles	\$210.00		\$225.00
Paula Grahmann	\$210.00		\$225.00
Whitney Johnson	\$210.00		\$225.00